



ORIGINAL

18 W 100 22nd Street • Suite 114 • Oakbrook Terrace, IL 60181

October 6, 2000

Donna M. Caton, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
P. O. Box 19260
Springfield, Illinois 62794-9280

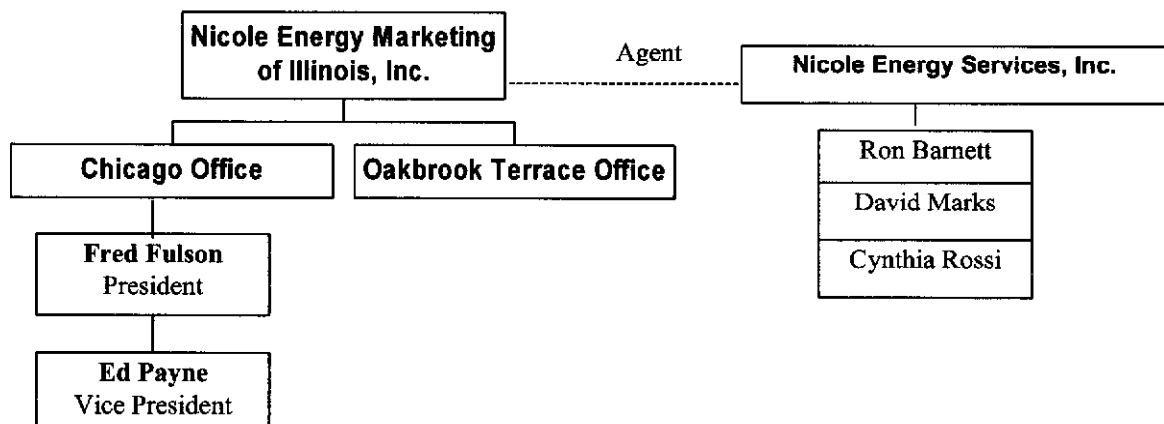
Re: Application for Certification of Service Authority under Section 16-115 of the Public Utilities Act. Docket Number 00-0622.

This document is in response to your Notice of Hearing Examiner's Ruling dated September 28, 2000. I have numbered the responses listed below in a manner which coincides with your numbered questions.

1. In the event the Illinois Commerce Commission would need to execute performance of the bond, you would need the actual original to present to the insurance company. Thus, the original bond was sent directly to your office to retain in your files.
2. Attached you will find a copy of the Line of Credit Agreement for your review.
3. Please see the attached letter from the Controller concerning your request for certified financial statements.
4. Please see the attached letter from the Controller concerning your request for an accountant's report.
5. Nicole Energy Marketing of Illinois, Inc.(NEMI) has set up an internal system by which it can provide daily schedules for each of the electric utilities which it will service. NEMI plans to utilize this system to include the electric utilities in Illinois.
6. At present, NEMI does not own or control any of its own generation facilities.
7. NEMI buys power from wholesale suppliers throughout the eastern United States. It is our understanding that our suppliers own, in whole or in part, all of the facilities from

which they supply electric service. We are uncertain however, the specific location of each generation facility owned by each of our suppliers.

8. NEMI agrees to adopt and follow all the rules and pursuant to customer billing by retaining customer billing records and authorizations, as well as requests for delivery service transmitted to utilities for two years after the calendar year in which that were created. NEMI also agrees to make these available to the Commission's appointed staff members for the purpose of carrying out the Commission's obligations under the Act.
9. To satisfy the requirements set forth in Section 451.120(b) regarding electric sales experience, NEMI has provided the resumes of its employees as well as the resumes of its agent Nicole Energy Services, Inc.
10. To satisfy the requirements set forth in Section 451.120(b) regarding operational experience, NEMI has provided the resumes of its employees as well as the resumes of its agent Nicole Energy Services, Inc. Please review attached resumes
11. NEMI has set up a scheduling system with the electric utilities such that, scheduling will take place once daily for power to flow into each host utilities service territory. These schedules will be submitted via the internet the morning before power is to flow the following day. In the event of a scheduling error, it is common in the industry for the host utility to contact the marketer to confirm and clarify schedule information or to request a new schedule be sent. This clarification system is typically handled a day in advance during regular business hours. Should a need arise after regular business hours for a member of the host utility to contact NEMI regarding scheduling, a system has been put into place such that an NEMI staff member is available 24 hours a day to answer any questions, and handle any problems that may arise concerning scheduling or curtailment orders.
12. The following is an organization chart showing the position of the persons and agents being utilized to meet the requirements set forth in 451.130.



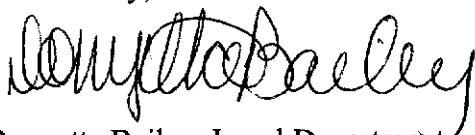
13. NEMI will employ as its agent Nicole Energy Services, Inc. NEMI will rely on NES for their expertise to meet the requirements of 451.120 and/or 451.130. Their information is as follows:

Nicole Energy Services, Inc.
513 East Rich Street
Suite 306
Columbus, OH 43215
Phone: 614-221-5004
Fax : 614-220-4020

14. NEMI will certify that its agent (NES) will comply with all sections of Part 451 applicable to the functions to be performed by the respective agent.
15. NEMI has contacted the Edwardsville Intelligencer regarding publication of the advertisement concerning public notification to Illinois customers of NEMI's interest in receiving ARES certification in the state of Illinois. (See attached document). The notice was published on September 28, 2000 and proof of publication will be sent to our office shortly. Upon receipt, I will send a copy of the proof of publication to your office.

If you have any further questions, feel free to contact me at (630) 792-9928.

Yours Truly,

A handwritten signature in black ink, appearing to read "Donyetta Bailey". The signature is fluid and cursive, with the first name being more prominent.

Donyetta Bailey, Legal Department

Line of Credit Agreement

10 IL 023 1911

Business Credit Application and Agreement

Type of credit applying for:

☐ Term Loan ☒ Line of Credit ☐ Renewal of Loan # _____ ☐ Credit Card ☐ Lease ☐ Payment Services ☐ Letter of Credit

INFORMATION ABOUT YOUR BUSINESS

Legal Business Name/Borrowing Entity ("Company"); For Sole Proprietors, List Individual's Name Then DBA, if any.

NICOLE ENERGY MARKETING, INC.

Annual Gross Sales \$ 227,508

Employees 3

Street Address

120100 22ND STREET

City

OAK BROOK TERRACE

County

DAUPAGE

State

ME

ZIP Code

02081

Statement Mailing Address (If different from Street Address)

City

County

State

ZIP Code

Telephone Number

(830) 792 9928

Business Tax Identification No.

304287346

Type of Business

☐ Sole Proprietorship☐ LLC☐ LLPCorporation: ☒ C Corp☐ S Corp☐ Partnership☐ Non Profit☐ Other

Description of Business (Product/Service Provided)

MARKETING FOR PRODUCERS OF NATURAL GAS

Date Business Established

01/01/1980

Current Owner Since

01/01/1980

Customer Since

04/01/1999

Business Net Profit (after owner's or owners' salary)

(For AZ and WI Residents Only)

YTD \$ 27,706

most recent year end \$ 50,000

previous year end \$ 73,000

☐ Married ☐ Single ☐ Separated

OWNERS (Married Wisconsin and Arizona residents must also complete this information for their spouse.)

Name	Title	Home Address	Home Phone Number	Social Security Number	Annual Gross Personal Income	Monthly Housing Payment	Net Worth Outside Of Business	% Ownership
Optional: <input checked="" type="checkbox"/> Mr., <input type="checkbox"/> Mrs., <input type="checkbox"/> Ms., <input type="checkbox"/> Miss								
FREDDIE FULSON	OWNER	4903 CONIFER DR WESTERVILLE, OH 43081	(614) 298-7305	39348 0909	\$ 100,000	\$ 1,500	\$ 28,000	100 %
Optional: <input type="checkbox"/> Mr., <input type="checkbox"/> Mrs., <input type="checkbox"/> Ms., <input type="checkbox"/> Miss								

☐ Check here if there are additional owners and attach additional Business Credit Application containing owner's information and signature(s).

BUSINESS BANK REFERENCES

Bank One Accounts
(Check all that apply)☒ Business Checking☐ Business Savings☐ Business Loans☐ Business LeaseAverage
Balance

\$ 113,078

Other Financial Institution Accts.
(Check all that apply)☐ Business Checking☐ Business Savings☐ Business Loans☐ Business LeaseAverage
BalanceName of
Financial Institution

CURRENT BUSINESS DEBT INFORMATION

1. \$ 0 monthly loan / lease payment; \$ balance left on loan / lease 2. \$ monthly loan / lease payment; \$ balance left on loan / lease

☐ Check here if there are additional debts and attach extra page.

LOAN REQUEST INFORMATION

Primary Use/Purpose of the Loan

Amount Requested

CASH FLOW

\$ 15,000

For loan or lease requests of \$35,001 to \$100,000, please provide the following 3 additional items:

- 1 year of the most recent year-end business financial statements, if statements are no more than 12 months old (may be in the form of either signed company prepared statements or completed/filled tax returns).
- First page of the personal tax return for any person owning 25% or more of the company. (For sole proprietors, please include schedule C).
- Bank One personal financial statement for any principal owning 25% or more of the company.

What are your repayment sources? (2 or more) Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Primary OPERATING CASH FLOW

Secondary ASSET CONVERSION

COLLATERAL AVAILABLE TO BANK ONE (See reverse for collateral definitions.)

Please Select and Check Box(es)

	Value		Value
<input type="checkbox"/> All Business Assets (includes Accounts Receivable Assets, Inventory Assets and Equipment Assets) including but not limited to: Make and Model for Equipment Assets:	AR \$ _____ IN \$ _____ Equip \$ _____	<input type="checkbox"/> Vehicle: Year _____ Make _____ Model _____ Vin# _____	\$ _____
<input type="checkbox"/> Equipment Assets, including but not limited to: Make _____ Model _____ Make _____ Model _____	\$ _____	<input checked="" type="checkbox"/> Certificates of Deposit and Savings Accounts Name of Registered Owner NICOLE ENERGY Acct. No. 111 040 702 4153	\$ 15,000
<input type="checkbox"/> Accounts Receivable Assets and Inventory Assets	AR \$ _____ IN \$ _____	<input type="checkbox"/> Securities and Stocks Name of Security or Stock: _____ Name of Registered Owner: _____	\$ _____

☐ Real Estate (For credit requests greater than \$35,000. Please list spouse's name unless property is not located in a dower, homestead or community property state.)

Commercial Real Estate Yes _____, No _____; Primary Residence Yes _____, No _____; Do you have mortgage(s) on the property? Yes _____; No _____. If yes, name of first lien holder _____; name of second lien holder _____;

Purchase date: _____ Purchase Price \$ _____; Monthly payment(s) \$ _____ and \$ _____; Outstanding balance(s) \$ _____ and _____

Please answer the following questions for the business and owner(s):

1. Are there any claims or lawsuits pending?
2. Are any State or Federal Income, Withholding, Sales or Property taxes delinquent?
3. Does any liability exist for any amounts via leases, guaranties, commitments or other contingency agreements?
4. Have there been any bankruptcies or judgments?
5. Is any collateral offered to Bank One currently pledged to other creditors?
6. Are any assets held in a Trust?

Business
☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No

Personal
☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No

It is understood that this may not be a complete application and that Bank One may need additional information to properly evaluate the credit request.

CERTIFICATION AND SIGNATURES

The Company and each signer(s), by signing above and/or below, jointly and severally and in solidio certify that (i) they understand that this Application is subject to credit approval by Bank One, (ii) all information furnished to Bank One herein and to be furnished in connection with this Application as well as all future information is and will be true, accurate and complete and fairly presents the financial condition of Company and the signer(s); (iii) they agree that any loan would be used for business purposes only, and not for household, personal, family or consumer purposes (and, with respect to residents of West Virginia not for agricultural purposes); and (iv) with respect to married residents of Wisconsin, this obligation is incurred in the interest of my marriage and family. Company and the signer(s) authorize Bank One: (i) to rely upon and verify said credit and business information, (ii) to obtain consumer and/or commercial credit reports on the signer(s) and Company; and (iii) to provide credit information about Bank One's credit experience with the signer(s) and with Company to other creditors and to credit reporting agencies, from time to time.

Each person signing below certifies that: (1) one or more signer(s) is signing in his individual capacity (if a sole proprietorship) or on behalf of Company in the capacity indicated next to the signer(s) name(s) and that signer(s) is/are authorized to execute this Application on behalf of Company and to bind Company to the terms of the agreements set forth in this Application; and (2) the signer(s) below is a sole proprietor or, for a Company Application, includes all persons owning 25% or more of the stock, general partnership interests, or membership interests in Company.

Please Read the Important Notice For Individuals Regarding Information Sharing Within Bank One Corporation On the Reverse Side of this Business Application and Agreement.

Important Notice: The Company and the signer(s), by signing below, jointly and severally agree that all information furnished and/or to be furnished to Bank One in connection with this Application, including, without limitation, consumer and/or commercial credit reports, may be provided by Bank One to Banc One Payment Services, L.L.C. ("Payment Services") [a merchant services company,] but that the sharing of such information shall not obligate Payment Services in any manner. The Company and signer(s) may direct Bank One to not provide such information to Payment Services by checking this box: ☐

Legal Business Name/Borrowing Entity or Sole Proprietor Name ("Company")

NICOLE ENERGY MARKETING

This provision applies to Business Loans or Lines of Credit requests of \$100,000 or less, secured by Collateral listed above and approved on the basis of this Application for the Total Principal Amount (which may exceed \$100,000) set forth in the Confirmed Loan Terms.

Company promises to pay to the Bank One Affiliate ("Bank One") designated in the Confirmed Loan Terms (defined below), or order, in lawful money of the United States of America, the Total Principal Amount shown on the Confirmed Loan Terms or so much as may be outstanding, together with interest on the unpaid outstanding principal balance from the date advanced until paid in full at the rate or rates referenced in the Confirmed Loan Terms. Bank One shall confirm to Company in writing, by regular U.S. mail, to the address of Company provided above, the Total Principal Amount of the approved loan, the interest rate, the repayment terms, Additional Note Terms which shall govern terms and conditions of this loan and Additional Security Agreement Terms to govern collateral pledged in connection with this loan, if applicable, which confirmation shall be referred to as the "Confirmed Loan Terms," all the terms and provisions of which are incorporated herein by reference, and represent the final agreement between Bank One and Company and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties. There are no unwritten agreements between Bank One and Company or Guarantors. By signing below, Company also grants, pledges and assigns to Bank One a security interest in the Collateral and, in the State of Louisiana, for purposes of Louisiana executory process, acknowledges the indebtedness and confesses judgment thereon in favor of Bank One and consents to the seizure of the Collateral and the sale thereof, with or without appraisal. "Collateral" means the Collateral checked above together with any substitutions and replacements thereof and all products and proceeds thereof. The Confirmed Loan Terms, together with this signed Business Credit Application and Agreement, and any extensions, renewals and modifications thereof shall collectively be considered as both the "Note" and the "Security Agreement" and Company agrees to be bound by all terms thereof, including but not limited to the arbitration and jury waiver provisions (where not prohibited by applicable law). Company agrees that Bank One may record or file this Business Credit Application and Agreement and the Confirmed Loan Terms if Bank One deems it necessary to protect its interests. If permitted by law, Company irrevocably appoints Bank One or its designee as Company's attorney in fact, coupled with an interest, with full authority in the place of Company, in Bank One's discretion, to take any action and to execute any instrument which Bank One may deem advisable to perfect the security interests created by the Security Agreement, including without limitation, financing statements, assignments or acknowledgments. Company authorizes Bank One or its designee to execute and file a financing statement or statements on Company's behalf, which statement(s) may be signed by Bank One or its designee alone.

Company's Signature
(authorized signer)

Title

Date

Company's Signature
(authorized signer)

Title

Date

This provision applies to Business Loans or Lines of Credit requests of \$100,000 or less, secured by Collateral listed above and approved on the basis of this Application for the Total Principal Amount (which may exceed \$100,000) set forth in the Confirmed Loan Terms.

GUARANTY. The undersigned (each a "Guarantor") jointly, severally and in solidio and unconditionally guarantees payment of and agrees to pay to the order of Bank One all amounts of principal, interest, fees, charges and other amounts at any time outstanding under the Note or any extension, renewal or modification thereof. The obligations under this Guaranty are independent and each Guarantor (1) agrees that Bank One may proceed against one or more of the undersigned without proceeding against Company or another Guarantor, (2) agrees that Bank One may obtain credit reports and provide credit information to others regarding each Guarantor, (3) agrees to pay all expenses, including attorney's fees that Bank One incurs in enforcing this Guaranty and (4) grants to Bank One a security interest in all deposit accounts (other than tax deferred accounts) Guarantor maintains with Bank One or any Bank One affiliate. Each Guarantor acknowledges that the terms of the Note (which include the Confirmed Loan Terms), along with any renewal, amendment or modification thereof, will be provided only to Company and that it shall be the responsibility of each Guarantor to obtain a copy of such document(s). Each Guarantor acknowledges that Company has agreed that the Confirmed Loan Terms, together with this signed Business Credit Application and Agreement, shall collectively be considered the Note and Security Agreement and has agreed to be bound by the Confirmed Loan Terms. Each Guarantor also agrees to the provisions relating to arbitration and jury waiver (where not prohibited by applicable law) and the Additional Guaranty Terms set forth on the reverse which are incorporated herein by reference. Capitalized terms have the same meaning as defined in the Note or Security Agreement. AZ guarantor's spouse must also sign for community property purposes.

Guarantor Signature(s)

Date

Guarantor Signature(s)

Date

Payment Method

1. Requested monthly payment due date from the 1st through 28th: _____ (For WV Line of Credit applicants, the 25th of each month is the only available payment due date)

2. Automatic Payments ☐ Yes ☐ No If yes, please read and complete the following:

Company Name _____ Business Tax Identification No. _____

By signing in the Certification and Signatures section above, the Company hereby authorizes Bank One to initiate debit entries to Company's ☐ checking ☐ savings account (select one) at the depository financial institution named below, hereafter called DEPOSITORY, and to obtain funds from the DEPOSITORY for credit to the Company's requested Bank One loan.

DEPOSITORY NAME _____ ROUTING # _____ ACCOUNT # _____

(please provide a voided check or deposit slip)

This authorization is to remain in full force and effect until Bank One and DEPOSITORY have received written notice from Company of its termination in such time and in such manner as to afford Bank One and DEPOSITORY a reasonable opportunity to act on it.

For Bank Use Only

Special Bank Promotional Code: _____

PC: Yes _____ No _____

Banking Center Name: <u>WILMINGTON</u>		
<u>52</u>	<u>01</u>	<u>401</u>
Bk. Ctr. Number		Bank Number
<u>111-3220</u>	<u>PREM JACOB</u>	<u>344 80 5900</u>
Bk. Ctr. Mail Code	Employee Name	Employee Number

Business Banking Sales		
Bank Number	BBK Cost Center #	Cost Center Name
BBK Mail Code	Employee Name	Employee Number

Originator/Banker Name or Phone Request Taken By: PREM JACOB Phone # (430) 654 6085 Fax # (430) 654 6080

Additional Collateral Definitions (Terms have the same meaning as provided in the Uniform Commercial Code as enacted and in effect in the state where Company has its address):

"Accounts Receivable Assets" means all accounts, general intangibles, chattel paper, instruments, and other forms of obligations and receivables now owned or hereafter acquired and wherever located.

"Inventory Assets" means all inventory, farm products/livestock, merchandise, raw materials, work in process and supplies now owned or hereafter acquired and wherever located.

"Equipment Assets" means all goods, equipment, farm equipment, machinery, furnishings and other personal property now owned or hereafter acquired and wherever located.

ADDITIONAL GUARANTY TERMS

1. This is a Guaranty of payment and not of collection. Each Guarantor's liability under the Guaranty shall be open and continuous for so long as this Guaranty remains in force (except as provided in Section 2 below). Each Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all amounts outstanding under the Note. This Guaranty will take effect when received by Bank One without the necessity of acceptance by Bank One, or any notice to any Guarantor or to Company, and will continue in full force until the Note has been fully and finally paid and satisfied. Guarantor shall be liable, jointly and severally, and in solido, with Company and all other Guarantors of all or any part of the Note and the release of any other Guarantor, or termination of any other Guaranty, shall not affect the liability of Guarantor under this Guaranty.

2. (The following provision is applicable in Kentucky.) The maximum aggregate liability of each Guarantor for that portion of the obligations under the Guaranty that represents principal at any time outstanding under the Note, or any extension, renewal or modification thereof, shall not exceed \$100,000. This Guaranty shall terminate no later than the earlier of (a) the date that is one (1) calendar year following the Maturity Date, if any, as specified in the Confirmed Loan Terms, and (b) sixty (60) months following the date on which Guarantor has executed the Guaranty; provided, however, that, pursuant to KRS 371.065, as amended from time to time, such termination shall not affect Guarantor's liability with respect to obligations under the Guaranty created or incurred prior to such date, or extensions or renewals of, interest accruing on, or costs incurred with respect to, such obligations on or after such date.

3. Each Guarantor authorizes Bank One, without notice or demand and without releasing Guarantor's liability under this Guaranty, from time to time: (a) to alter, compromise, renew, extend, accelerate, or otherwise change at one or more times the time for payment or other terms of the Note, including increases and decreases in the rate of interest on the Note, and to grant repeated extensions which extensions may be for longer than the original Note term; (b) to take and hold collateral for the payment of this Guaranty or the Note, and exchange, enforce, waive, fail or decide not to perfect, and to release any such collateral, with or without the substitution of new collateral; (c) to release, substitute, agree not to sue, or deal with any one or more of Company's sureties, endorsers, or other guarantors on any terms or in any manner Bank One may choose; and (d) to determine how, when and what application of payments and credits shall be made on the Note.

4. To the extent not prohibited by applicable law, each Guarantor waives any right to require Bank One (a) to continue lending money or to extend other credit to Company; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Note or of any nonpayment related to any Collateral, or notice of any action or nonaction on the part of Company, Bank One, any surety, endorser, or other guarantor in connection with the Note or in connection with the creation of new or additional loans or obligations; (c) to notify Guarantor of any change in the manner, place, time or terms of payment of the Note (including, without limitation, any renewal, extension or other modification of the Note); (d) to notify Guarantor of any change in the interest rate accruing on the Note; or (e) to perfect Bank One's security interest in any Collateral. Should Bank One seek to enforce the obligations of Guarantor, Guarantor waives any right to require Bank One to first (a) resort for payment or to proceed directly or at once against any person, including Company or any other guarantor; (b) proceed directly against, marshal, enforce, or exhaust any Collateral granted to Bank One; or (c) pursue any other remedy within Bank One's power.

5. Each Guarantor also waives any and all rights or defenses arising by reason of (a) any election of remedies by Bank One which destroys or otherwise adversely affects Guarantor's subrogation or indemnity rights or Guarantor's rights to proceed against Bank One or Company for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Note; (b) any disability or other defense of Company, of any other Guarantor, or of any other person, or by reason of the cessation of Company's liability from any cause whatsoever, other than payment in full in legal tender, of the Note; (c) any right to claim discharge of the Note on the basis of unjustified impairment of any Collateral for the Note; (d) any defenses given to Guarantor at law or in equity other than actual payment and performance of the Note; or (e) to the fullest extent permitted by applicable law, all other rights and defenses of a guarantor or surety including, without limitation, those set forth under Title 15 Okla. Stat. Sec. 334, 337, 338 and 344, and Title 12 Okla. Stat. Sec. 686, Arizona Revised Statutes Sec. 12-1641, et seq. and Sec. 33-814, and Colorado Revised Statutes Sec. 13-50-103. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of all or any part of the Note is rescinded or must otherwise be returned by Bank One upon the insolvency, bankruptcy or reorganization of Company, Guarantor, any other Guarantor of all or any part of the Note, or otherwise; all as though such payment had not been made. Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by Company, the Guarantor, or both.

6. In the event of any default in the payment or performance of all or any part of the Note when such Note becomes due, whether by its terms, by acceleration or otherwise, Guarantor shall, without notice or demand, promptly pay the amount due thereon to Bank One, in lawful money of the United States. The exercise by Bank One of any right or remedy under this Guaranty or under any other agreement or instrument, at law, in equity or otherwise, shall not preclude the concurrent or subsequent exercise of any other right or remedy. Whenever Guarantor pays any sum which is or may become due under this Guaranty, written notice must be delivered to Bank One by Guarantor contemporaneously with such payment. In the absence of such notice to Bank One, any sum received by Bank One on account of the Note shall be conclusively deemed paid by Company.

7. In connection with the grant by Guarantor of a security interest in Guarantor's accounts, Guarantor authorizes Bank One, without prior notice to Guarantor and irrespective of (i) whether or not Bank One has made any demand under this Guaranty or any other documents or (ii) whether such indebtedness under the Note is contingent, matured or unmatured, to the extent permitted by law, to collect, charge and/or setoff all sums owing on the Note against any and all such accounts, and, at Bank One's option, to administratively freeze or direct a Bank One Affiliate to administratively freeze all such accounts to allow Bank One to protect Bank One's security interest, collection, charge and setoff rights provided in this agreement.

JURY WAIVER. WHERE NOT PROHIBITED BY APPLICABLE LAW, GUARANTOR AND BANK ONE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG GUARANTOR(S) AND BANK ONE ARISING OUT OF OR IN ANY WAY RELATED TO THE NOTE, ANY OTHER RELATED DOCUMENT, OR ANY RELATIONSHIP BETWEEN BANK ONE AND GUARANTOR. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK ONE TO PROVIDE THE FINANCING EVIDENCED BY THE NOTE. GUARANTOR OR BANK ONE MAY FILE A COPY OF THIS DOCUMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GUARANTOR AND BANK ONE TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Bank One and Guarantor agree that upon the written demand of any party, whether made before or after the institution of any legal proceedings, but prior to the rendering of any judgment in that proceeding, all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Guaranty, the Note, any related document or otherwise, including without limitation contract disputes and tort claims, shall be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). Any arbitration proceeding held pursuant to this arbitration provision shall be conducted in the city nearest the Company's address having an AAA regional office, or at any other place selected by mutual agreement of the parties. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This arbitration provision shall not limit the right of any party during any dispute, claim or controversy to seek, use, and employ ancillary or preliminary rights and/or remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting, foreclosing upon or proceeding under forcible entry and detainer for possession of any real or personal property, and any such action shall not be deemed an election of remedies. Such remedies include, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receivership; or exercising any rights relating to personal property, including exercising the right of setoff, or taking or disposing of such property with or without judicial process pursuant to the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of an act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform or otherwise modify any agreement relating to the Collateral, shall also be arbitrated; provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of any action for these purposes. The Federal Arbitration Act (Title 9 of the United States Code) shall apply to the construction, interpretation, and enforcement of this arbitration provision.

EACH GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY AND THAT THE GUARANTY WILL CONTINUE UNTIL THE NOTE IS PAID IN FULL IN ACCORDANCE WITH ITS TERMS. NO FORMAL ACCEPTANCE BY BANK ONE IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE.

If a court of competent jurisdiction finds any provision of this Guaranty to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Guaranty in all other respects shall remain valid and enforceable. This Guaranty shall be governed by and construed in accordance with the laws of the State in which the principal office of Bank One is located and applicable Federal laws. The Guaranty represents the entire agreement of each Guarantor and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties. There are no unwritten agreements between Bank One and any Guarantor.

Creditor Information:

Bank One Business Credit ExpressSM
1-877-821-6303

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Bank One Business Credit Express at 1-877-821-6303 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for denial within 30 days of receiving your request for the statement.

If we obtained information from a consumer reporting agency as part of our consideration of your application, its name, address, and toll-free number will be disclosed with the credit decision. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right under the Fair Credit Reporting Act to know the information obtained in your credit file at the consumer reporting agency. You also have a right to receive a free copy of your report from the credit reporting agency, if you request it no later than 60 days after you are notified of the action taken. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the credit reporting agency.

If residential property (defined as a residential structure that contains one to four units) is offered as security for this loan request and an appraisal or evaluation report is used in connection with this application for credit, you have the right to receive a copy of such report. If you wish to receive a copy, please contact Bank One Business Credit Express at 1-877-821-6303 within 90 days after we notify you of the action taken on your credit request or you withdraw your request.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agencies that administer compliance with this law concerning this creditor are:

AZ, CO, IL, IN, KY, LA, OH, OK, TX, UT, WV
Office of the Comptroller of the Currency
Customer Assistance Unit
1301 McKinney Avenue, Suite 3710
Houston, Texas 77010

MI
Federal Reserve Bank of Chicago
Consumer Affairs Section, 12th Floor
230 South LaSalle Street
Chicago, Illinois 60604

WI
Federal Deposit Insurance Corporation
Regional Director (Bank Supervision)
500 West Monroe Street, Suite 3600
Chicago, Illinois 60661

IMPORTANT NOTICE FOR INDIVIDUALS ONLY **[Sole Proprietor(s), General Partner(s), & Guarantor(s) "you"]** **Sharing Information within BANK ONE CORPORATION ("Bank One")**

Bank One shares information regarding transactions and experiences about you and your accounts with other Bank One companies. Bank One may also share other information about you such as employment and credit history, information on your application, information involving your other Bank One relationships and any other information among Bank One companies to offer products and services that may be of interest to you. For example, Banc One Mortgage Corporation, Banc One Securities Corporation, First USA Bank and First National Bank of Chicago affiliates provide a wide variety of financial services. As an individual, you have the right to prohibit the sharing of this other information to the extent permitted by the Fair Credit Reporting Act. If you would like to exercise this right, please write to us at Bank One, FCRA Opt-Out, P.O. Box 182793, Columbus, Ohio 43218-2793, and include your name as it appears on your application, your address, social security number, application or loan account number, if applicable, telephone number, and sign and date your correspondence. If your application involves multiple individuals (general partners, guarantors, etc.), each individual that desires to opt out must provide the above information including their signature. You may receive additional notices of your right to opt out, but you only need to respond once to exercise this right.



Letter from Controller



Service With Integrity and Trust

18 W 100 22nd Street • Suite 114 • Oakbrook Terrace, IL 60181

Phone: (630) 792-9928 • Fax: (630) 792-9935

October 6, 2000

Donna M. Caton, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
P.O. Box 19260
Springfield, Illinois 62794-9280

Dear Ms. Caton

Subject: Application for Certification of Service Under Section 16-115 of the Public Utilities Act.
Docket Number 00-0622

Nicole Energy Marketing of Illinois, Inc. is a company that was incorporated on 4/16/99. The year-end 12/31/99 Financial Statements have not been audited by our outside accounting firm. The company had limited activity during this short initial year and had gross sales of \$227,568. In order to meet the requirements that you have listed above, we have scheduled the audit of the financial statements to be performed by the independent accounting firm of Hausser & Taylor, LLP. This audit will be completed within 45 days. Should you have any questions, please do not hesitate to contact me at (614) 221 – 5004.

Sincerely,

Kevin F. Smoot, CPA
Controller

Resumes

Vita

Freddie L. Fulson
513 E. Rich Street – Suite 306

(614) 221-5004 Corporate Office
Columbus, Ohio 43215

QUALIFICATIONS

- Over 25 year's management, accounting, finance and sales experience
- Developed and managed several businesses from initial start-up phase
- Experience in energy management, retail, restaurant development, personnel, manufacturing, advertising and marketing

PROFESSIONAL HIGHLIGHTS

Nicole Energy Marketing, Inc. – Columbus, OH 5/89 –pres.

Founder and President of an energy management firm that supplies natural gas, electric power, and energy management consulting services to universities, government, and industrial/commercial businesses. Corporate headquarters located in Columbus, Ohio, and district offices in Chicago, IL, Pittsburgh, PA, and Detroit, MI, Atlanta, GA, and New York, NY. Other companies include:

- Nicole Energy Services, Inc. - *President*
- Nicole Energy Marketing of Illinois, Inc. - *President*
- Nicole Gas Production, Ltd. - *Manager*

Purpose Magazine – Columbus, OH 5/91 –12/97

Business/Sales Consultant

- Assisted owner in management, operations and advertising sales.
- Researched and established business relations with public and private sector companies and organizations.

Business, Education, Life Multicultural Center, Inc. (BELMC) – Columbus, OH 6/92-6/95

Founder/Executive Director of a non-profit organization created to provide entrepreneurial training.

Universal Master-Mind Consultants, Inc. – Columbus, OH 10/92–pres.

Founder and President of a firm that provides government consulting and lobbying services.

- Registered with the State of Ohio, Joint Legislative Ethics Committee as an Executive Agency Lobbyist and Legislative Agent (agent #2290).

Micronet Computers and Services, Inc. – Columbus, OH 11/86-3/90

Founder and President of a retail computer store and software development company.

- Assembled exclusive brand name PC's.
- Responsible for AT&T, Digital, Ogival, and NCR distributorship as a value-added reseller.

Tandy Radio Shack Computers – Chicago, IL 9/83-10/86

Retail Assistant Manager

- Sold PC's and supplies. Met sales goals of \$200,000 per year.

Softnet, Inc. – Chicago, IL 9/80-9/83

Independent distributor for Digital Corporation, selling computers and software development package. Sold interest in company in 1983.

- Managed company sales, purchasing, training and marketing efforts.
- Increased company profits by earning \$300,000 in sales the first year.

Barnett-Fulson & Associates, Inc. – Chicago, IL

7/79-9/81

Founder and President of recruitment search firm. Sold interest in company in 1981.

- Recruited engineering, computer science, accounting and other positions for small and Fortune 500/1000 corporations.
- Managed day-to-day business operations.

EDUCATION

1975-78 Bachelor of Science Studies, Business Administration - Warren Community College, Wayne State University

1980-88 Philosophy Studies – Religious Science International. Completed with certificate.

TRAINING

- | | |
|----------------------------|------------|
| ▪ Tandy Radio Shack | Management |
| ▪ Burger Chef, Inc. | Management |
| ▪ F.W. Woolworth Co. | Management |
| ▪ Sybervision System, Inc. | Leadership |

ASSOCIATIONS

- Ambassador to Crystal Cathedral, Dr. Robert H. Schuller Ministry
- Member of Americans for a Brighter Future
- Member of National Black Chamber of Commerce
- Member of American Gas Association
- Member of National Republican Party

EDWARD D. PAYNE

PROFESSIONAL EXPERIENCE

Nicole Energy Marketing of Illinois, Inc., - Chicago, IL

8/98-present

Vice President

- Market and sell natural gas, electric power, energy management, and value added services to private and public sector/industrial and commercial energy users in the Chicago and Indiana markets
- Negotiate terms of energy contracts with third party operations that ensure profits and timely delivery of energy
- Create and maintain business relationships within the industry and marketplace that increase bid and proposal opportunities and company revenues
- Develop and implement marketing strategies and objectives
- Prepare financial budgets and savings analyses
- Manage and direct activities of clerical and marketing staff

Pacific Gas & Electric Energy Services – Chicago IL

Account Representative

9/97-7/98

- Market and sell natural gas, electric power, energy management, and value added services to private and public sector/industrial and commercial energy in the Chicago market
- Lead generation and prospect development
- Responsible for expanding service territory and increasing sales in the Chicago market

Santanna Natural Gas Company-Chicago, IL

3/95-8/97

Senior Marketing Representative

- Marketed and sold natural gas
- Generated leads and developed prospects
- Prepared and presented proposals
- Implementation of customer retention programs

Primerica Financial Services-Chicago, IL

11/90-2/95

Sales Representative

- Marketed and sold financial services, including retirement, life health, property & casualty, and investment products
- Developed assigned territories for marketing
- Recruited and trained of new sales representatives

Bostrom Management Corporation - Chicago, IL

3/81-10/90

Executive Director

- Developed and implemented of budget strategies for recruitment and retention campaigns
- Managed 3,000 member professional Association and an annual budget of \$1.2M., facilitated work of officers, board members, workshop chair, and committee leaders
- Provided meeting planning for seminars and meetings, plan and organize annual meeting social events
- Managed membership services, national office, and continuing education programs

Print Production Manager

- Negotiated contracts and obtained bids for the printing of client newsletters, proceeding booklets, membership directories, two and four color brochures
- Interfaced and networked with a vast number of media sources, consultants, government agencies, and convention bureaus
- Purchased color separations, design printing, and mailing services

EDUCATION

BS Business Management: Olivet Nazarene University, Kankakee, IL

COMPUTER SKILLS

Excel, Microsoft Word, Access, Aurim

RON BARNETT

EXPERIENCE

Nicole Energy Services, Inc.

6/99 – present

Energy Marketing Consultant

- Oversee the operations of the electric division including opening new markets by obtaining certification from the State Public Service Commissions, agreements with any Independent Service Organizations (ISO) or local utilities. Determine timing and location of expansion into new territories.
- Create pricing and profit models to maximize profitability. Interpret local utility tariff rates and structure. Provide pricing to sales representatives. Determine optimum customer demographics and characteristics. Provide technical data for Requests For Proposal.
- Handle power purchases to include locating possible energy suppliers, building business relationships with key personnel, securing buy/sell agreements and conducting price negotiations.
- Oversee power sales and generation by locating possible customers for wholesale power, securing buy/sell agreements, participating in price negotiation, and exploring avenues for new in-house and purchased generation sources.
- Provide technical support by assisting the Power Analyst in tagging and scheduling power. Provide support and industry information to staff/sales representatives.
- Resolve customer service issues by responding to inquiries and requests, creating customer reports, and keeping accurate records and files.

Symatec Mercantile, Ltd.

7/98 -6/99

Director of Marketing

- Responsible for creation and distribution of all marketing materials for import/export business.
- Created business plans, proposals, and marketing strategies aimed at increased sales in current territories, while establishing new markets areas.
- Oversee all communication to customers, suppliers and trade allies.

Hendrickson Auxiliary Axle Company

1/96-7/98

Marketing & Customer Service Representative

- Provided assistance to customers with regard to selection, pricing, shipping and parts administration for major truck suspension manufacturer.
- Generated detailed sales reports for management and sales staff.
- Created a customer opinion survey. Analyzed results in a report for senior management.

Energy First

2/95-1/96

Sales Representative

- Provided sales support to plumbing company on electric utility's Off-Peak water heater program
- Created brochures, telemarketing scripts and other marketing materials for customer distribution.

Columbus Southern Power – AEP

8/93-2/95

Senior Customer Service Representative

- Assisted customers in all aspects of rates, billing, technical assistance and system outage information.
- Provided solutions to complex customer dilemmas.
- Assisted department supervisor in training new representatives.

Marketing Advisor

9/90-8/93

- Administered the marketing of demand-side management programs aimed at customers and trade allies.
- Conducted energy audits for specified customers.
- Solidified business relationships with prominent trade allies and clients.

Customer Service Representative

7/88-9/90

- Handled incoming customer inquiries regarding credit/collections, opening and closing accounts and meter readings.

EDUCATION

BS: Business in Administration – Bowling Green State University, Bowling Green, Ohio **1986**
Major: Marketing

COMPUTER SKILLS

Microsoft Office 97, WordPerfect

DAVID MARKS

PROFESSIONAL EXPERIENCE

Nicole Energy Services, Inc., - Pittsburgh, PA

4/99-present

Account Executive

- Market and sell natural gas, electric power and energy management services to private and public sector/industrial and commercial energy users in the Midwest and Mid Atlantic states
- Negotiate terms of energy contracts with third party operations that ensure profits and timely delivery of energy
- Create and maintain business relationships within the industry and marketplace that increase bid and proposal opportunities and company revenues
- Trade natural gas on the spot, month and term markets in the Mid Continent and Mid Atlantic regions
- Price trades according to pipeline basis and city gate values

Consolidated Natural Gas Co.-Pittsburgh, PA

Trader/Marketer

6/96-9/98

- Responsible for trading and marketing activities for central U.S. and Rockies
- Marketed natural gas and concurrent services on U.S. interstate pipeline grid. Traded on ANR, Pan Handle, NGPL, Trunkline and Midwestern pipelines
- Responsible for expanding service territory and increasing sales to Chicago and Mid-Continent (Illinois, Michigan, Indiana) markets

Capacity Manager and Senior Gas Controller

9/94-9/96

- Served as Operations Manager and team leader for strategic and economic dispatch of natural gas in the Mid Atlantic and Appalachian regions
- Performed comprehensive departmental contract and customer service functions

Contract Administrator and Customer Service Manager

5/93-9/94

- Comprehensive administration of CNG Gas Services' agreements
- Conducted industrial market analysis and tax certifications
- Responsible for collections and accounting services
- Trade show display designer and representative

NGV Market Development Representative

11/92-4/93

- Served as corporate marketing staff writer. Developed the world's first OEM manual on commercial, industrial and personal natural gas vehicles in the U.S. and Canada.

National Accounts Analyst

7/92/-11/92

- Conducted industrial market analysis and contract abstraction for CNG Producing national accounts

Bedway Security Agency, Pittsburgh, PA

1/91-5/92

Supervisor

Supervised 24-hour security operation. Managed staff of five guards at professional medical building

Norco Gravity Exploration-Las Vegas, NV

6/86-4/90

Area Supervisor – Great Basin

- Senior field crew manager and surveyor in U.S. and Canada
- Supervised exploration and mining elements throughout western North America
- Improved data acquisition in field by more than 70%
- Developed remote Nevada mining claim prospects

Geosource, Inc., Petty-Ray Geophysical Div.- Houston, TX

3/78-6/86

Senior Surveyor and Asst. Manager

- Supervised and trained seismic exploration crew in the areas of mapping and courthouse research in 25 states

EDUCATION

BS Accounting: University of Pittsburgh, Pittsburgh, PA

1993

Graduated magna cum laude with minors in Math and Marketing

COMPUTER SKILLS

Excel, Microsoft Word, Quattro Pro, Access

Cynthia L. Rossi

114 Buttonwood Drive
Aliquippa, PA 15001
724-857-0805 (H)
412-369-4777 (W)

SUMMARY

Aggressive professional with over ten years of energy industry experience in the northeast and mid-atlantic regions. Responsible for growing strong relationships with customers to strengthen the organizations competitive position in the market area. Proven negotiation and decision making skills within a fast paced environment.

PROFESSIONAL EXPERIENCE

Nicole Energy Services, Inc.
Account Executive

Wexford, PA

Oct. 99 – Present

- Responsible for marketing natural gas and power to commercial and industrial customers in Pennsylvania.
- Respond to RFP's for natural gas deliveries to markets on the CNG, Columbia Gas and Equitable citygates and/or burnertips.
- Quote electric pricing to customers in the Duquesne Light territory in western Pennsylvania.
- Daily and Monthly spot trading of natural gas on the Columbia, CNG, and Equitable Gas systems.

DTE-CoEnergy, L.L.C.
Energy Marketing Representative

Wexford, PA

Feb. 98 – Aug. 99

- Market natural gas and power to commercial and industrial customers in the mid-atlantic region.
- Knowledge of rates and regulations applicable to various electric and gas utilities, specifically Duquesne Light, Allegheny Power, GPU, and Penn Power as well as the CNG and Columbia Gas systems in Ohio and Pennsylvania.
- Develop pricing structures and models, savings analysis and other material related to the marketing of energy products.
- Coordinated the enrollment of the Municipal Utility Alliance in Pennsylvania.

CNG Energy Services
Energy Trader – Cash Trading Department

Pittsburgh, PA

1995 – Nov 97

- Responsible for daily and monthly trading of natural gas in the northeast spot market on Texas Eastern, Columbia Gas, CNGT, Iroquois, Algonquin, Transco and Tennessee pipeline systems. Close relationship with over thirty major LDC's, electric generators and trading organizations.

- As a member of the former Alliance with Hydro-Quebec, CNG and Noverco, I managed a portfolio of over 600 Mwh's of electricity on the NYPP, PJM and NEPool power pools. Successful in negotiating on-peak and off-peak transmission capacity with electric utilities as well as other power and gas arbitrage opportunities.
- Participated in putting together the first ever tolling arrangement with an electric utility. This resulted in providing natural gas to the utility to generate electricity that was then sold by CNG into the market.
- Worked closely with risk management and basis groups to structure EFP's and other NYMEX related transactions.
- Responded to RFP's received by customers for longer-term transactions dealing with storage, capacity release, tolling, swaps and asset management.

CNG Energy Services Pittsburgh, PA 1994 - 1995
Marketing Analyst - LDC Marketing Department

- Negotiated and purchased capacity release contracts on six major pipelines.
- Coordinated with the operations group and monitored monthly gas deliveries to full requirements customers.
- Acted as a liaison between marketer and customer

Natural Gas Clearinghouse Pittsburgh, PA 1989 - 1994
Marketing Analyst - Northeast Marketing Department

- Prepared monthly confirmation letters as well as contract administration.
- Received and approved accounts payable and receivable invoices relating to the natural gas business and worked with accounting to resolve any discrepancies.
- Customer service coordination

EDUCATION

1980 - 1982	Kent State University Business Administration	Kent, Oh
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REFERENCES

Available upon request.

Proof of Publication

CORPORATE OFFICE
513 East Rich Street
Suite 306
Columbus, OH 43215
Voice: 614-221-5004
Fax: 614-220-4020



Service with Integrity and Trust

September 26, 2000

GEORGIA
400 Colony Square
Suite 200
1201 Peachtree St. NE
Atlanta, GA 30361
Voice: 404-870-9062
Fax: 404-870-9005

Edwardsville Intelligencer
1717 North Second Street
Edwardsville, IL 62025

To Whom It May Concern:

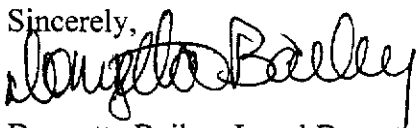
Pursuant to Title 83, Chapter 1, Section 451.30 of the Illinois Administrative Code, Nicole Energy Marketing of Illinois, Inc. is required to file the enclosed notice. Please publish this notice in the next edition of your newspaper and send all billing information to the following address:

ILLINOIS
18W100 22nd Street
Suite 114
Oakbrook Terrace, IL 60181
Voice: 630-792-9928
Fax: 630-792-9933

Nicole Energy Marketing, Inc.
513 East Rich Street, Suite 306
Columbus, Ohio 43215

If you have any questions of concerns, feel free to contact me at (614) 221-5004.

MICHIGAN
615 Griswold
Suite 1215
Detroit, MI 48226
Voice: 313-965-4644
Fax: 313-965-4479

Sincerely,

Donyetta Bailey, Legal Department

Enclosure

NEW YORK
140 Broadway
46th Floor
New York, NY 10005
Voice: 212-858-7649
Fax: 212-858-7750

PENNSYLVANIA
52 Pine Creek Road
Suite 202
Exford, PA 15090
Voice: 412-369-4777
Fax: 412-369-4497

NOTICE IS HEREBY GIVEN that Nicole Energy Marketing of Illinois, Inc. (NEMI) filed an application with the Illinois Commerce Commission for Certification as an Alternative Retail Electric Supplier on September 21, 2000. NEMI is an Illinois corporation with its principal place of business located at 18 West 100 2nd St., Suite 114, Oakbrook Terrace, IL 60181. NEMI currently provides natural gas service to commercial customers and municipalities in the state of Illinois. NEMI intends to begin providing electric power to municipalities, commercial and/or residential customers throughout the entire state of Illinois.



513 E. Rich Street — Suite 306 — Columbus, OH 43215
Phone: (614) 221-5004 Fax: (614) 220-4020

Fax

To: ANN/Advertisement Dept. From: Donyetta Bailey
Fax: (618) 656-7618 Pages: 3 including this sheet
Phone: (618) 656-4700 Date: 9/26/00
Re: Notice of ICC Filing CC: _____
☒ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

Information Report - Memory Send

Time : Sep-26-00 04:03pm
Tel line : 614-220-4020
Name : NICOLE ENERGY SERVICES INC

Job number : 019
Date : Sep-26 04:02pm
To : 916186567618
Document pages : 03
Start time : Sep-26 04:02pm
End time : Sep-26 04:03pm
Pages sent : 03
Status : OK

Job number : 019

*** SEND SUCCESSFUL ***



513 E. Rich Street - Suite 306 - Columbus, OH 43215
Phone: (614) 221-5004 Fax: (614) 220-4020

Fax

To: AWW/Advertisement Dept. From: DONVETTA Bailey
Fax: (618) 656-7618 Pages: 3 including this sheet
Phone: (618) 656-4700 Date: 9/26/00
Re: Notice of JOC Filing CC:
☒ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle